

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

AMERICAN EMPLOYERS' INSURANCE
COMPANY,

Plaintiff,

v.

DYNMCDERMOTT PETROLEUM CO.,
et al.,

Defendants.

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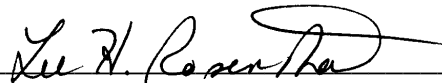
CIVIL ACTION NO. H-07-3524

FINAL JUDGMENT

In accordance with this court's Memorandum and Opinion granting the plaintiff's Motion for Summary Judgment and denying the defendant's motion, judgment is entered in favor of American Employers' Insurance Company. DynMcDermott Petroleum Operations Company's claim for contractual indemnity against Cav-Tech, Inc. does not come within the scope of the limited contractual liability coverage afforded Cav-Tech, Inc. under the Business Auto Policy issued by American Employers' Insurance Company. American Employers' Insurance Company has no duty to pay any portion of the judgment entered in favor of DynMcDermott Petroleum Operations Company and against Cav-Tech, Inc. in Civil Action No. 2:03-2095, "DynMcDermott Petroleum Operations Company v. Cav-Tech, Inc.," in the United States District Court for the Eastern District of Louisiana. The defendant, DynMcDermott Petroleum Operations Company, takes nothing of and from the plaintiff, American Employers' Insurance Company, by reason of its counterclaim for payment of its judgment against Cav-Tech, Inc. in "DynMcDermott Petroleum Operations Co. v. Cav-Tech, Inc.," Civil Action No. 2:03-2095, in the United States District Court for the Eastern District of Louisiana.

The defendant must pay costs of court.

SIGNED on March 25, 2009, at Houston, Texas.



Lee H. Rosenthal
United States District Judge